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UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

DAVID RIBOT, PERRY HALL, JR.,
DEBORAH MILLS, ANTHONY
BUTLER, JENNIFER BUTLER,
JONATHAN LUNA, RITA DUNKEN,
and LOIS BARNES, individually, and
on behalf of all others similarly situated,

Plaintiffs,

v.

FARMERS SERVICES, LLC.,
FARMERS INSURANCE
EXCHANGE, and 21ST CENTURY
INSURANCE COMPANY

Defendants.

CASE NO. 2:11-cv-02404-DDP-JCx

Assigned to

Honorable Dean D. Pregerson

Courtroom 3 – 2nd Floor

CLASS ACTION

**ORDER AND JUDGMENT
GRANTING FINAL APPROVAL
OF CLASS ACTION
SETTLEMENT**

Date: February 22, 2016

Time: 10:00 a.m.

Courtroom: 3 – 2nd Floor

1 The unopposed Motion for Final Approval of Class and Collective Action
 2 Settlement, filed by Plaintiffs David Ribot, Anthony Butler, Jennifer Butler, Rita
 3 Dunken, Deborah Mills, Lois Barnes, Jonathan Luna, and Perry Hall, Jr.,
 4 (“Plaintiffs”) and Plaintiffs’ unopposed Motion for Attorney’s Fee, Reimbursement
 5 of Expenses and Incentive Awards to Lead Plaintiffs came on for hearing regularly
 6 in Courtroom 3 – 2nd Floor of the above referenced Court, the Hon. Pregerson
 7 presiding. All parties appeared by counsel of record. Defendants, Farmers
 8 Insurance Exchange, Farmers Services, LLC, and 21st Century Insurance
 9 Company (“Defendants”) do not oppose the motion. No objection or opposition
 10 from any class member or third-party has been received.

11 **ORDER FINALLY APPROVING CLASS SETTLEMENT**

12 Having fully considered the Plaintiffs’ Notice of Motion, supporting
 13 Memorandum of Points and Authorities, and the Declaration of Bruce Holman,
 14 Plaintiffs’ unopposed Motion for Attorney’s Fee, Reimbursement of Expenses and
 15 Incentive Awards to Lead Plaintiffs and its supporting documents, and the
 16 arguments of counsel presented to the Court at the hearing of this motion, and with
 17 GOOD CAUSE APPEARING, the Court hereby rules as follows:
 18

19 1. The Court GRANTS the Parties’ request for Final Approval of Class
 20 Action settlement. The Court has jurisdiction over the claims of the Class
 21 Members asserted in this proceeding and over all Parties to the action. The Court
 22 finds the terms and conditions contained in the Class Action Settlement Agreement
 23 (“Settlement”), are fair, reasonable, and adequate.

24 2. The Court finds that: (1) the settlement amount of \$600,000 is fair and
 25 reasonable to the Class members, when the strength of their claims is balanced
 26 against the probable outcome of further litigation relating to maintaining class
 27 certification through trial, liability and damages issues, and potential appeals; (2)
 28 significant discovery, investigation, research, and litigation have been conducted

1 such that Class Counsel were able to reasonably evaluate the strength and value of
2 the class claims; (3) settlement at this time will avoid substantial costs, delay, and
3 risks that would be presented by the further prosecution of the litigation; (4) the
4 proposed Settlement is supported by the opinion of experienced and well-qualified
5 Class Counsel; and (5) the Settlement Class has expressed support of the
6 Settlement as evidence by the receipt of zero (0) objections and only seven (7)
7 requests for exclusion from the class members.

8 3. The Court finds that, as stated in the Declaration of Bruce Holman on
9 behalf of the Claims Administrator, the Notice of Class Action Settlement
10 documents mailed to the Class (“Notice”), fully and accurately informed the Class
11 Members of all material elements of the proposed Class Settlement and of their
12 opportunity to object to or comment thereon. The Notice was the best notice
13 practicable under the circumstances; was valid, due, and sufficient notice to all
14 Class Members; and complied fully with applicable law.

15 4. The Court further finds that Class Counsel’s requested fees award of
16 \$200,000 (the “Fee Award”), which equals 33.33% of the Gross Settlement
17 Amount, is reasonable. The action was actively prosecuted by Class Counsel, and
18 the Fee Award is justified under a lodestar approach as the reasonable number of
19 hours spent litigating this matter and the 2015 hourly rates of Sloan, Bagley,
20 Hatcher & Perry Law Firm, Law Firm of Joseph H. Low, IV and The Zelbst Law
21 Firm are reasonable, and commensurate with similarly skilled and experienced
22 attorneys in the applicable legal market.

23 5. In addition, the Fee Award is justified under the percentage-of-the-
24 recovery methodology as a fee equal to one-third of the total recovery has been
25 approved by numerous courts as reasonable and consistent with market-based
26 contingency fee agreements. *See Vasquez v. Coast Valley Roofing*, 266 F.R.D. 482
27 (E.D. Cal. 2010) (where 33% award of attorney’s fees totaled only 56% of the
28 lodestar calculation of attorney’s fees); *Chavez v. Petrissans*, Case No. 1:08-cv-

1 00122-LJO-GSA, ECF No. 89 (E.D. Cal. Dec. 15, 2009) (awarding 33% of
2 common fund in attorney's fees where award amounted to roughly 65% of the
3 class counsel's calculated lodestar); *Romero v. Producers Dairy Foods, Inc.*, Case
4 No. 1:05-cv-00484-DLB, ECF No. 150 (E.D. Cal. Nov. 14, 2007) (awarding 33%
5 of common fund in attorney's fees where award amounted to roughly 31% of the
6 attorney's lodestar calculated fees).

7 6. The Court approves Class Counsel's request for recovery of \$146,000
8 in actual costs and expenses in prosecuting this Action and finds that said costs and
9 expenses were reasonably incurred in the prosecution of this case.

10 7. The Court approves the payment of the total Incentive Award of
11 \$24,000 with \$3,000.00 payable to each of the Lead Plaintiffs, David Ribot,
12 Anthony Butler, Jennifer Butler, Rita Dunken, Deborah Mills, Lois Barnes,
13 Jonathan Luna, and Perry Hall, Jr. These payments are in addition to their
14 individual settlement payments. This award is fair and reasonable based on: the
15 work each Class Representative provided to the Class; the risks they undertook in
16 filing suit against their former employer; the duration of the litigation; and absence
17 of any personal benefit to the Lead Plaintiffs beyond any other class member. In
18 light of these factors, the Plaintiffs' incentive award is not disproportionate when
19 weighed against the benefit to the Class of the non-reversionary, gross settlement
20 amount of \$600,000.

21 8. The Court approves the payment of \$29,986 to Rust Consulting, as the
22 appointed Settlement Administrator for the purpose of the Settlement, for
23 reasonable administration costs incurred and to be incurred to conclude the
24 administration of this settlement.

25 9. The Court approves the distribution of the Settlement payments to
26 Class Members in the manner specified in the Settlement.

27 10. The Court confirms the appointment of Sloan, Bagley, Hatcher &
28 Perry Law Firm, Law Firm of Joseph H. Low, IV and the Zelbst Law Firm as Class

Counsel, and Plaintiff's David Ribot, Anthony Butler, Jennifer Butler, Rita Dunken, Deborah Mills, Lois Barnes, Jonathan Luna, and Perry Hall, Jr. as Class Representatives.

11. Based on the foregoing, the Court finds that the Settlement is fair, reasonable, and adequate as to the Class, Plaintiffs and Defendants, and is the product of good faith, arm's-length negotiations between the Parties, and further, that the Settlement agreement is consistent with public policy, and fully complies with all applicable provisions of law. Accordingly, the Court hereby finally and unconditionally approves the Settlement Agreement.

12. Accordingly, GOOD CAUSE APPEARING, the Court hereby ORDERS the following implementation schedule, using the definition set forth in the Settlement, for further proceedings.

Action	Deadline
Defendant to pay the Settlement Administrator the Maximum Settlement Payment of \$600,000.	Within fifteen (15) business days after the Final Effective Date of the Settlement. ("Final Effective Date" is defined as the date by which the time for appeal of the present Order and Judgment has been exhausted without any appeals having been filed, or all such appeals have been voluntarily or involuntarily dismissed, or the appropriate appellate court has finally affirmed the present Order and Judgment.)
Settlement Administrator will mail the required payments under the Settlement to the Class, Lead Plaintiffs, Class Counsel for attorneys' fees and expenses.	Within thirty (30) days after the Final Effective Date of this Settlement Agreement.

13. With this final approval of the Settlement, it is hereby ordered that all claims that are released as set forth in the Stipulation of Settlement are deemed

1 released, and Class Members are hereby barred from prosecuting these released
2 claims against the Released Parties.

3 14. The Court retains continuing jurisdiction over this Settlement solely
4 for purposes of enforcing this Agreement, addressing Settlement administration
5 matters, and addressing such post-judgment matters as may be appropriate under
6 Court rules or applicable law. The Parties shall inform the Court, by filed
7 declaration, once all Settlement Funds are finally distributed.
8

9
10 **JUDGMENT**

11 This Court hereby enters Final Judgment in this case, and dismisses it with
12 prejudice, in accordance with the terms of the Settlement Agreement. This Final
13 Judgment constitutes a final judgment pursuant to Federal Rule of Civil Procedure
14 54(a).

15 It is hereby ORDERED, ADJUDGED and DECREED that Judgment is
16 hereby ENTERED on the terms set forth above.
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22 Dated: February 23, 2016

23 HONORABLE DEAN D. PREGERSON
24 UNITED STATES DISTRICT JUDGE
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